

# Exhibit 5

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X  
TAL PROPERTIES OF POMONA, LLC.

Plaintiff.

-against-

VILLAGE OF POMONA, DORIS F. ULMAN, individually and as Village Attorney for the Village of Pomona, BRETT YAGEL, individually and as Mayor of the Village of Pomona, LEON HARRIS, individually and as Deputy Mayor of the Village of Pomona, IAN BANKS as Trustee of the Village of Pomona, ALMA SANDERS ROMAN as Trustee of the Village of Pomona, NICHOLAS WILSON as Trustee of the Village of Pomona, LOUIS ZUMMO as Building Inspector of the Village of Pomona and P. JOSEPH CORLESS,

Defendants.

-----X  
STATE OF NEW YORK )  
 )SS:  
COUNTY OF ROCKLAND)

AFFIDAVIT IN SUPPORT  
OF MOTION FOR  
PROTECTIVE ORDER

Index No. 031216/2017

Hon. Robert M. Berliner  
JSC

LOUIS ZUMMO, being duly sworn, deposes and says:

1. I am the duly appointed Building Inspector of the Village of Pomona and a Defendant in this action. I am represented in this action by Doris F. Ulman, Village Attorney for the Village of Pomona.

2. On August 1, 2018 I gave testimony at a deposition taken by Esther Noe Engelson, attorney for Plaintiff herein. Mr. Avrohom Manes, the principal of Plaintiff, was present at the deposition and participated in the deposition. Doris F. Ulman, my attorney, was present and represented me at the deposition.

3. On the day of the deposition Mr. Manes had a conversation with me not in the

presence of the Village Attorney recommending that I have a meeting with him. Daily thereafter I received emails from Avrohom Manes, the principal of Tal Properties of Pomona, LLC, telling me that he thought I was a “good guy” and that he thought I was taking the heat for members of the Board of Trustees and the Village Attorney and asking me to meet with him.

4. At first I ignored the emails. I finally met with Mr. Manes at his home on East Court in the Village of Pomona sometime during the second week in August, 2018. Ms. Ulman was not present nor did she have knowledge that the meeting was taking place.

5. Mr. Manes said that he believed that the Mayor had ordered me to issue violations targeting Orthodox Jewish property owners in the Village; that he had fifteen hundred (1500) hours of tape proving that Orthodox Jewish property owners were targeted and that there were sixty (60) residents ready to bring discrimination lawsuits against the Village and against me personally.

6. Mr. Manes again stated that he thought the targeting was not my fault and that he was willing to pay a lawyer to represent me in all discrimination lawsuits in which I am a named defendant provided I agreed to give testimony against the Mayor and the Village Attorney. He also continually asked me for an email that he claimed I had in which the Mayor called Noreen Shea, a Deputy Village Clerk at that time, a “Jew lover”. I do not have nor have I ever seen the alleged email and I have no knowledge that it even exists. I also told Mr. Manes that, to the best of my knowledge, there was and is no targeting of Orthodox Jewish property owners in the Village nor targeting of any property owners in the Village.

7. I was concerned about being sued personally. I cannot afford costly legal fees. Mr. Manes offered to find and provide me with a "Whistle Blower" attorney to represent me personally and protect me from litigation arising from my cooperation with Mr. Manes. Mr. Manes agreed to pay all fees and costs associated with this representation. Mr. Manes contacted me with the date and location for a meeting he arranged with Glenn Jones, Esq. On August 17, 2018 I met with Glenn Jones, Esq. at his office at 48 Wall Street, New York City. Mr. Manes was not present. Mr. Jones and I discussed the violations Mr. Manes claimed were improper and I explained that they were proper and provided reasons and documentation for each.

8. I received a Settlement and Cooperation Agreement as well as an engagement letter from Mr. Glenn Jones, Esq. on September 4, 2018. Revisions were made to the Cooperation Agreement and a revised copy was received September 19, 2018 signed by Mr. Manes. A copy of the Agreement is annexed hereto as Exhibit A. Although I had not agreed to Mr. Manes' proposal I did agree to meet with Mr. Jones and Mr. Manes' attorneys because I was unsure of my legal rights.

9. On or about the last week of September, 2018 I met with Mr. Manes' attorneys, Bradley Nash, Esq. and Solomon Klein, Esq. at 400 Rella Blvd. Suffern, New York. Mr. Jones was present; Mr. Manes was on speaker-phone. Ms. Ulman was not present at this meeting nor was she informed by Mr. Manes, Mr. Nash or Mr. Klein that they were meeting with me. At this meeting Mr. Manes' attorneys attempted to frighten and intimidate me. They asked me for Village documents and emails and questioned me for about three hours. Mr. Manes wanted me

to sign the Agreement at this meeting but I told him I had to think about it. I had the impression that Mr. Manes' proposal was to buy my testimony and that he did not care if my testimony was truthful or not so long as it was in his favor and against the Mayor and the Village of Pomona.

10. After this meeting I received repeated text messages from both Mr. Manes and Mr. Jones to sign and return the completed Agreements. A short time after this meeting I called the Village Attorney. I asked her if I was indemnified by the Village in the event someone sued me personally. Ms. Ulman told me that if I was sued for events within my scope of employment the Village provided representation and, if necessary, indemnification.

11. After my discussion with Ms. Ulman I did not meet with Mr. Manes, his attorneys or Mr. Jones and I did not return Mr. Manes' emails or text messages.

WHEREFORE, it is respectfully requested that this Motion be granted in its entirety and for such other and further relief as the Court may deem just and proper, together with the costs and disbursements of this action.

Sworn to before me this

11<sup>th</sup> day of February, 2019.

Notary Public in and for the State of New York

Commission Expires 02/28/2022  
*Dawn Ulman*

*Louis M. Zummo*  
 LOUIS ZUMMO, Building Inspector  
 Village of Pomona